At common law it is settled that an indorser's consent to an extension of time on a negotiable instrument constitutes a waiver not only of a defense to his liability, but also of demand, and notice at the original date of maturity. *Cady* v. *Bradshaw*, 116 N. Y. 188, 22 N. E. 371; *Glaze* v. *Ferguson*, 48 Kan. 157, 29 Pac. 396; *Norton* v. *Lewis*, 2 Conn. 478. *Contra*, *Michaud* v. *Lagarde*, 4 Minn. 43. If the extension be actually granted, this result presents no difficulty, for then there has been no default. But the same result is reached even where the extension is not actually granted, on the ground that the indorser has shown an unconditional willingness not to have the maker pay on the date of maturity. *Sheldon* v. *Horton*, 43 N. Y. 93; *National Hudson River Bank* v. *Reynolds*, 57 Hun 307, 10 N. Y. Supp. 669; *Jenkins* v. *White*, 147 Pa. St. 303, 23 Atl. 556. The principal case may be supported on this ground, for when the third extension period had matured, the continuing consent to further extensions would thus waive demand and notice at that time, even though a further extension was not granted. The court proceeded on another view which would also justify the result. The consent to an extension of time is held to waive demand and notice even at the extended date of maturity, on the ground that, by waiving demand and notice at the original date of maturity, the indorser has waived the condition which qualifies his promise to pay and has made his promise absolute, assuming thereby the position of a guarantor. *Amoskeag Bank* v. *Moore*, 37 N. H. 539; *Ridgway* v. *Day*, 13 Pa. St. 208; *Barclay* v. *Weaver*, 19 Pa. St. 396. See *Shelton* v. *Horton*, *supra*, 99. But *cf.* *Hudson* v. *Wolcott*, 39 Oh. St. 618, 623; *Walker* v. *Graham*, 21 La. Ann. 209. The result on either of these grounds seems an arbitrary exception to the equally arbitrary rule which discharges the indorser from all liability if no notice of dishonor be given him, even though he suffer no injury through such neglect. Nor does the Negotiable Instruments Law appear to alter the result. Sections 120, 89, 109 and 110 which are applicable to the case merely enact the general principles of the common law as to waiver of demand and notice without attempting to enumerate the many means by which demand and notice may be impliedly waived. See *First National Bank* v. *Gridley*, 112 App. Div. 398, 405, 98 N. Y. Supp. 445, 450. Thus if there would be a waiver at common law there should be under the act.

CONFLICT OF LAWS — REMEDIES — LIMITATION OF ACTIONS — LIMITATION IN FEDERAL EMPLOYERS' LIABILITY ACT AS EXTINGUISHING THE CAUSE OF ACTION. — Suit had been brought in a state court in North Carolina on a cause of action arising under the Federal Employers' Liability Act. The act provides "that no action shall be maintained . . . unless commenced within two years. . . ." The state Statute of Limitations allows three years' time. More than two but less than three years had elapsed between the accrual of the cause of action and the commencement of the suit. A judgment entered for the plaintiff was reversed in the United States Supreme Court. *Atlantic Coast Line R. Co.* v. *General Burnette*, 239 U. S. 199.

Statutes of Limitation are generally remedial, and hence without extra-territorial effect. *Le Roy* v. *Crowninshield*, 2 Mason 151; *O'Shields* v. *Ga. Pac. Ry. Co.*, 83 Ga. 621, 10 S. E. 268. But where a statute creating a new right limits the time in which action thereon may be brought, the limitation is construed as curtailing the right itself, and therefore governs any action based on that right, although brought in another jurisdiction. *Pittsburg, etc. Ry. Co.* v. *Hine*, 25 Oh. St. 629; *The Harrisburg*, 119 U. S. 199. The North Carolina court, when the case was before it, refused to construe the limitation in the Liability Act in this manner, both on the ground that Congress, by the act, had intended to facilitate the recovery of damages by employees, not to limit their rights, and that the act conferred no right but merely withdrew a defense. See principal case, 163 N. C. 186, 192, 79 S. E. 414, 416. But the abrogation of a defense

gives a right to a recovery where none existed before. Furthermore, no distinction should be made between the effect of a limitation to a re-defined and to a newly created right. *A. J. Phillips Co.* v. *Grand Trunk Western Ry. Co.*, 236 U. S. 662, 665. *Contra, Finnell* v. *So. Kan. Ry. Co.*, 33 Fed. 427; and see *Williams* v. *St. Louis, etc. Ry. Co.*, 123 Mo. 573, 581, 27 S. W. 387, 389. The substantive rights are determined by the law of the locus of the transaction, which can as well cut down an existing right as limit a new one. So the problem is merely one of construing whether the limitation is remedial or substantive. In the Employers' Liability Act there is nothing to rebut the presumption of the usual import of the juxtaposition of right and limitation.

CONSTITUTIONAL LAW — PERSONAL RIGHT — LIBERTY TO CONTRACT — STATUTE RESTRICTING EMPLOYMENT OF ALIENS. — A New York statute provided that only citizens of the United States should be employed in the construction of public works. The Public Service Commission made several contracts with the plaintiffs for the construction of the new subway system of New York City, with a provision that they should be void if the statutory restriction was not complied with. The plaintiffs now bring a bill in equity to restrain the commission from declaring the contracts void in accordance with this provision, on the ground that the statute is unconstitutional. *Held*, that the bill should be dismissed. *Heim* v. *McCall*, 239 U. S. 175.

For a discussion of the questions involved, and a criticism of the opposite result reached by the New York Appellate Division, see 28 HARV. L. REV. 496, 628.

CONTRACTS — DEFENSES: INFANCY — RATIFICATION WITHOUT KNOWLEDGE THAT CONTRACT IS VOIDABLE. — The plaintiff, while an infant, bought and paid for the defendant's moving-picture theatre. Soon after becoming of age he tried to sell the theatre, not knowing of his power to avoid the contract. Later he tried to rescind the contract and now sues to recover the purchase price. *Held*, that he may recover. *Manning* v. *Gannon*, 43 Wash. L. Rep. (D. C.) 759.

By a marriage settlement made while an infant, the plaintiff settled in trust certain reversions expectant on her mother's death. For six years after becoming of age, she neither affirmed nor repudiated the contract expressly. *Held*, that she may not now repudiate, though she did not know hitherto that her contract was voidable. *Carnell* v. *Harrison*, 50 L. J., 569.

There is some rather ill-considered authority holding that ratification depends on knowledge that the contract is voidable. *Hinely* v. *Margaritz*, 3 Pa. St. 428. See *Baker* v. *Kennett*, 54 Mo. 82, 92; *Hatch* v. *Hatch*, 60 Vt. 160, 171, 13 Atl. 791, 797; *Harmer* v. *Killing*, 5 Esp. 102, 103. The weight of authority, however, is in accord with the present English decision on the ground that one is presumed to know the law. *Morse* v. *Wheeler*, 4 Allen (Mass.) 570; *Anderson* v. *Soward*, 40 Oh. St. 325; *Bestor* v. *Hickey*, 71 Conn. 181, 41 Atl. 555. See WHARTON, CONTRACTS, § 57. It is submitted that this result is also more in accord with legal principles. The statement in these authorities merely expresses the rule pervading the entire law of contracts that, given an intention to do the acts in question, a knowledge of the legal effects of those acts is immaterial. See WILLISTON'S WALD'S POLLOCK, CONTRACTS, 3 ed., 450. And the exception to this rule asserted by the American case can hardly be supported on grounds of public policy, for the act which created the right to enforce the contract against the former infant was done by an adult who no longer can claim special privileges. See *Bestor* v. *Hickey*, 71 Conn. 181, 186, 41 Atl. 555, 556. This reasoning is supported by analogy. The so-called waiver of the defense of the Statute of Limitations requires no knowledge of its existence. *Langston* v. *Aderhold*, 60 Ga. 376. And an indorser of a note, though not